

## BANK DEPOSITORY SERVICES AGREEMENT

This Bank Depository Services Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of June 2024 by and between the City of Manor, Texas, a municipal corporation (hereinafter referred to as "Depositor") and Independent Bank, a State chartered bank and licensed to conduct business in State of Texas (hereinafter referred to as "Bank"). The Depositor and Bank are sometimes referred to herein as the "Parties."

### RECITALS:

WHEREAS, Depositor, by statute and charter, is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, Depositor and Bank previously entered into that certain Bank Depository Services Agreement (the "Original Agreement") dated January 17, 2019, for Depositor to serve as the depository for Depositor's general fund accounts which expired on November 30, 2023; and

WHEREAS, the Parties desire for Bank to continue to provide banking services under the same or similar terms and conditions as the Original Agreement for another extension period as described herein; and

WHEREAS, Depositor hereby designates the Bank as its depository for banking services commencing December 1, 2023, through September 30, 2025.

### AGREEMENT:

NOW THEREFORE, in consideration of payments hereinafter stipulated, the parties do hereby agree as follows:

1. **Recitals Incorporated**. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.
2. **General**. All services rendered to Depositor by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instruction of Depositor pursuant to Bank's standard operations, policies, and procedures. Depositor agrees to remain in full compliance with the terms and conditions of all executed Banking Agreements and the scope of services outlined in the Depositor's Bank Services RFP during the term of this Agreement and any extensions thereof.
3. **Scope of Services**. Bank agrees to provide those services as described in Bank's Response to Depositor's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank in compliance with all applicable laws and regulations and, when applicable, subject to the approval of Depositor.

In addition, Depositor and Bank agree to the following terms:

- (a) Account depository account rates will be based on the Fed Funds Target Rate, index source below:  
<https://fred.stlouisfed.org/series/DFEDTARU>; and
- (b) Any new TM Products and Services will be priced at the prevailing Bank price schedule at the time of request.
4. **Term**. The term of this Agreement shall begin December 1, 2023 and expire on September 30, 2025 including all addenda, schedules, and exhibits provided in the Original Agreement and subject to the same provisions and pricing as the initial term of the Original Agreement.
5. **Continued Performance of Services**. Bank agrees to continue performing the services as designated herein and the Original Agreement.
6. **Depositor Representatives**. Depositor will designate in writing the individual or individuals who are authorized to act on behalf of Depositor with respect to all matters arising under this Agreement, including without limitation issuing instructions, making withdrawals or transfers, and ordering payments. Bank will be entitled to rely upon any written or other instruction, direction, order or other communication given by a representative designated by Depositor, believed in good faith by Bank to be genuine and to have been given by the proper person or persons, without necessity of further investigation. Bank may decline to implement any such instruction, direction or order, even if validly given, when in receipt of conflicting instructions, directions or orders from designated representatives. Bank shall not incur liability, for any action taken or omitted in reliance upon any such instruction, direction, order or other communication, except for its own bad faith, gross negligence or willful misconduct.
7. **Termination Provisions Upon Default**. If either Party shall fail in any manner to discharge performance related obligations or any material obligation under this Agreement, the non-breaching Party may, upon providing the breaching Party with sixty (60) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Any unreasonable delays in the deposit of funds owing to Depositor shall constitute a material breach of contract and the basis for termination by Depositor. If Depositor shall terminate this Agreement for breach of contract by Bank, no fees of any type, other than fees due and payable at the time of termination for services performed, shall thereafter be paid to Bank.
8. **Compensation**. Depositor agrees to pay and Bank agrees to accept as full and sufficient compensation for the performance of all duties and services, as set forth herein, the Bank's fees and costs for services stated in Bank's response to Depositor's Bank Services RFP. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services designated in the

Bank's Response to Depositor's Bank Services RFP, including services, materials, training, equipment, travel, overhead, and expenses.

9. **Entire Agreement.** The entire agreement between Depositor and Bank shall consist of this Agreement, Bank's standard account agreements, including Signature Card and applicable Disclosures, Depositor's Bank Services RFP (incorporated by reference), Bank's Response to Depositor's Bank Services RFP and the Collateral Security Agreement listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. This Agreement may not be amended except by written agreement approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.
10. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, notices to Depositor and Bank shall be sent to the addresses set forth below: Depositor:

Bank: Independent Bank  
1600 Redbud Blvd  
McKinney TX 75069  
Attn: Noah Elrod

Depositor: City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, TX 78653

With a copy to: The Knight Law Firm, LLP  
Attn: Paige H. Saenz/Veronica Rivera  
223 W. Anderson Lane, Suite A105  
Austin, Texas 78752

Changes to the notice address may be made by either party upon written notice to the other party.

11. **Effective Date.** The Effective Date of this Agreement is December 1, 2023.
12. **Indemnification.** Bank hereby expressly agrees to indemnify Depositor, its officials and employees and its agents and agents' employees, from and against all third-party claims, suits, demands, and causes of action (collectively, "Claims"), and resulting costs, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses), to the extent that such Claims are based upon or result from any act of gross negligence, willful misconduct, error or omission of Bank in connection with the performance of services under this Agreement. Bank's obligations pursuant to this section with respect to a Claim

are subject to the continuing satisfaction of the following conditions: (a) each relevant indemnified party shall promptly advise Bank in writing that its right of indemnification set forth in this section applies or may apply to the Claim; and (b) the party seeking indemnification shall (i) permit Bank, at Bank's sole option and expense, to control the response to such Claim and the defense thereof; (ii) reasonably cooperate with and assist Bank in connection with the defense and/or settlement of such Claim; and (iii) not settle, compromise or otherwise prejudice the defense of such Claim without the prior written agreement of Bank, which may be granted or withheld in Bank's sole discretion. Bank shall have the right to settle or compromise any such Claim for which it has assumed control, provided, however, that Bank shall not cause Depositor to be bound by any equitable or non-monetary remedy without the prior written consent of Depositor, which consent shall be at Depositor's sole discretion. This provision shall survive termination and/or completion of this Agreement.

13. **No Partnership or Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.
14. **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by the Parties and the third party. Absent a written agreement between the Parties and a third party providing otherwise, if a Party defaults with respect to an obligation of that Party under this Agreement, any notice of default or action seeking a remedy for such default must be made by the non-defaulting Party.
15. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.
16. **Severability.** Any clause, sentence, provision, paragraph, or section of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or section so held to be invalid, illegal, or ineffective.
17. **Limitation of Liability.** Neither Party will be liable to the other for any indirect, special, incidental, punitive or consequential damages, including lost profits, income or goodwill, regardless of whether or not such Party has been advised of the possibility of such damages, caused by or resulting from any breach of this Agreement or arising out of the performance of this Agreement.
18. **Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Bank represents that

neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

19. **Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Bank represents that neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
  
20. **Anti-Boycott Verification – Energy Companies.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
  
21. **Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** Bank hereby verifies that it and its parent company, wholly- or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail

seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

22. **Entity Status.** By my signature below, I certify that Bank is a State chartered bank, duly licensed and authorized to transact and do business in the State of Texas.
  
21. **Acknowledgement.** As a duly authorized representative of Bank, I acknowledge by my signature below that I have read and understand the above paragraphs and that Bank has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

This Agreement is executed as of the Effective Date provided herein.

*[signature pages follow]*

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,  
a municipal corporation

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

INDEPENDENT BANK,  
a State chartered bank

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_